

INFORMED CONSENT WAIVER, RELEASE OF LIABILITY, PHOTO RELEASE AND CONSENT TO MEDICAL CARE

I, _____, affirm that I am in good health and understand that **I should consult my medical practitioner** prior to participating in any activities at *Driven Strength and Fitness* or using its facilities, especially if I had, have, or develop any of the above health conditions. I fully understand the risk inherent in personal training and do hereby waive, release and forever discharge *Driven Strength and Fitness*, its agents and employees, from and against any and all claims, demands, actions, or cause of action for cost, expenses or damages to personal property or personal injury or death, which may result from my participation in *Driven Strength and Fitness* activities.

In exchange for my being allowed to participate in *Driven Strength and Fitness* programs and use of the gym facility for activities not limited to, but including, cardiovascular exercise and strength training (hereby referred to as "*Activities*") I, and if I am not yet 18 years old, my parent or legal guardian (individually and collectively referred to below in the first person singular) agree to be bound by each of the following:

- 1. Identification of Risks:** I understand that participation in the *Activities* may involve risk of injury, disability and death.
- 2. Assumption of Risk:** I am physically and psychologically ready to participate in the *Activities* and assume all risks connected with my participation in the *Activities*. I accept personal responsibility for any liability, injury, loss or damage in any way connected with my participation in the *Activities*. I choose to participate in the *Activities* at my own risk and understand that it is my responsibility to notify the appropriate person at *Driven Strength and Fitness* of emergency medical information.
- 3. Status of Driven Strength and Fitness:** I understand and represent that *Driven Strength and Fitness* (including its affiliated partners, directors, sponsors, employees, agents, successors, and assigns) is not my physician and that the *Activities* do not constitute the provision of medical or health care services.
- 4. Waiver and Release:** I release and discharge *Driven Strength and Fitness*, and each of its affiliated partners, directors, managers, officers, fitness instructors, personal trainers, sponsors, employees, agents, volunteers, successors, and assigns from any and all claims, demands, damages, or liability of any kind for, injury, loss, or damage in any way connected with my participation in the *Activities*, whether or not caused in whole or part or directly or indirectly a result of any prescriptive advice, treatments, or workouts I receive or am instructed or not instructed to do, the use of the facility and/or the use of fitness equipment, or the negligence of any of the organizations or individuals mentioned above. I intend for this waiver and release to also apply to my relatives, personal representatives, heirs, beneficiaries, next of kin, and assigns who might pursue any legal action or claim for such liability, injury, loss or damage. I further intend that this waiver and release shall be effective indefinitely or until I provide written notification to *Driven Strength and Fitness* to the contrary. This waiver and release nullifies any prior waiver and release signed by me.
- 5. Consent to Medical Treatment:** I agree that *Driven Strength and Fitness* (including its affiliated directors, officers, sponsors, employees, agents, successors, and assigns) may, but have no duty to provide me, through medical personnel of their choice, customary medical or training assistance, transportation, and emergency medical services.
- 6. Photo Release** participant agrees that any pictures, audio, or visual recordings taken of him/her in connection with the *Activities* can be used for publication, promotion, articles, social media, website, and advertisement without additional consent and without compensation at this time or any other time.

By signing below, I affirm that I fully understand and agree to these TERMS & CONDITIONS (including the INFORMED CONSENT, WAIVER, RELEASE OF LIABILITY, PHOTO RELEASE and CONSENT TO MEDICAL CARE). I understand that I give up substantial rights by agreeing to the TERMS & CONDITIONS, and I affirm that I agree voluntarily.

Date	Printed Name	Signature	Parent/Legal Guardian Signature
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